

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademark Rights (Previously Recorded at Reel 1872 Frame 0635 and at Reel 2825 Frame 0552)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Administrative Agent	The Chase Manhattan Bank	08/30/2004	New York banking corporation:

## RECEIVING PARTY DATA

Name:	Bestt Liebco Corporation
Street Address:	1201 Jackson Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19148
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1487534	BESTT LIEBCO
Registration Number:	1472242	LONG JOHN
Registration Number:	1474128	LITTLE JOE
Registration Number:	1558983	TRU-WOOL
Registration Number:	1656804	PAINTER'S SPECIAL
Registration Number:	1768065	SIGNATURE SERIES
Registration Number:	0763104	PR2
Registration Number:	2314071	RUFF-RIDER
Registration Number:	2166438	GUNFIGHTER
Registration Number:	2126358	GOLDEN NUGGET
Registration Number:	2357910	PRO-VANTAGE
Registration Number:	2343379	FIRST MATE

## CORRESPONDENCE DATA

900013931

TRADEMARK  
REEL: 002956 FRAME: 0716

OP \$315.00 1487534

Fax Number: (212)455-2502

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Correspondent Name: Alison J. Dow, Esq.

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Address Line 2: 425 Lexington Avenue

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ATTORNEY DOCKET NUMBER:

509265/0586

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 4

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of August 30, 2004, from JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Bestt Liebco Corporation, a Delaware corporation ("Obligor").

### WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of August 11, 1998, as amended and restated as of January 28, 2004, made by Obligor and other subsidiaries of Paint Sundry Brands LLC in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by Obligor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of March 30, 2004, among Obligor and Agent (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Collateral Agreement and Security Agreement were recorded in the Trademark Division of the United States Patent and Trademark Office on October 8, 1998, at Reel 1872 Frame 0635, and on April 8, 2004, at Reel 2825 and Frame 0552, respectively; and

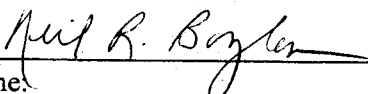
WHEREAS, Obligor has requested, and Agent has agreed, to terminate and release the entirety of the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release  
by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

  
\_\_\_\_\_  
Name:  
Title: **Neil R. Boylan**  
**Managing Director**

STATE OF New York )  
COUNTY OF New York )

ss.:

On this 30<sup>th</sup> day of August, 2004, before me personally appeared Neil R. Boylan  
to me known who, being by me duly sworn, did depose and say that he/she is Managing Director  
of JPMorgan Chase Bank, described herein and which executed the foregoing instrument, and  
that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase  
Bank.

Elsa V. Griffith  
Notary Public

ELSA V. GRIFFITH  
Notary Public, State of New York  
No. 01GR4838119  
Qualified in Kings County  
Commission Expires March 30, 2007

(Affix Seal Below)

**SCHEDULE A**

**U.S. TRADEMARKS & TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Registration/ Application Number</b>	<b>Applicable Reel/Frame</b>
SUPER BESTT LIEBCO	1487534	1872/0635 2825/0552
LONG JOHN	1472242	1872/0635 2825/0552
LITTLE JOE	1474128	1872/0635 2825/0552
TRU-WOOL	1558983	1872/0635 2825/0552
PAINTER'S SPECIAL	1656804	1872/0635 2825/0552
SIGNATURE SERIES	1768065	1872/0635 2825/0552
PR2 (stylized)	763104	1872/0635 2825/0552
RUFF RIDER	2314071	2825/0552
GUNFIGHTER	2166438	1872/0635 2825/0552
GOLDEN NUGGET	2126358	1872/0635 2825/0552
PRO-VANTAGE	2357910	2825/0552
FIRST MATE	2343379	2825/0552